SCHEDULE A DATED AS OF March 31, 2004 TO SALE OF LEASE, RENTS AND EQUIPMENT AGREEMENT deted as of March 31, 2004

dated as of March 31, 2004
between VISION FINANCIAL GROUP, LLC (as "Seller")
and IFC CREDIT CORPORATION (as "Purchaser")

TRANSACTION DESCRIPTION:	Sale of Equipment Schedule No. 224723-01 ("Lease"), Payments, and Equipment thereunder, including Title		
PURCHASE PRICE:	\$88,727.28		
ADVANCE RENTALS, IF ANY:	\$1,666.00 (1st & last)	Sold/Assigned to Purchaser:YesX_No	
SECURITY DEPOSIT, IF ANY:	\$ 0.00	Sold/Assigned to Purchaser:YesX_No	
PURCHASED RENTS & TERM:	\$1,666.00 per month for February 1, 2009, fol \$15,747.10 on April 1	58 months, beginning May 1, 2004, through lowed by 1 (minimum guaranteed residual) payment of , 2009.	
CLOSING DATE:	March 31, 2004		
LEASE:	Lease No. 2247 dat as Lessee.	ed December 23, 2002, between Seller, as Lessor, and	
PRESENT VALUE RATE:	8.75% in arrears	•	
EQUIPMENT DESCRIPTION:	2004 International Truck		
EQUIPMENT LOCATION:	Belgrade, NC (as better des	cribed on the Acceptance Certificate)	
PURCHASE OPTION WITH RESPECT	TO EQUIPMENT:I	MV\$1.00 Purchase Option _X_Other (describe below)	
Exhibit. Purchaser shall remarket the initial term or any renewal or holdo of its intended termination of the Lonotify Seller in writing of such notice the event that Seller shall receive a Purchaser shall use its reasonable. Lessee per the terms of the Lease, Option of Lessee thereunder, or a Equipment for more than the Lesse proceeds, whether it be by renewal Purchaser shall be first entitled to be remarketing of the Equipment plus amounts realized in excess of the between Purchaser and Seller. SCHEDULE A TO SALE OF LEASE, RESCHEDULE A TO SALE OF LE	ne Equipment on a non- ver term of the Lease (*ease, effective before, one from Lessee, which is eaid notice from Lessee best efforts to remarked (b) selling the Equipment (c) selling the Equipment is willing to pay for or re-lease, sale, early to the first seventeen (17% amounts first due to Personner of the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first seventeen (17% amounts first due to Personner identified about the first due to Personner identified about the first due to Personner identified about the first due to Personner identified about t	itions shall be applicable to and shall constitute a part of this discriminatory basis before, on or after the expiration of the Lease Term"). Promptly after receipt of notice from Lessee on or after the expiration of the Lease Term, Purchaser shall sotice shall specify the date of intended lease termination. In then Seller shall promptly send Purchaser a copy thereof. It the Equipment by either (a) re-leasing the Equipment to ment to Lessee per the terms of the Lease or any Purchase ent to another person or entity who would purchase the the Equipment. Upon Purchaser's realization of residual ermination or termination after the Lease Term of the Lease, and all reasonable and customary costs of repossession and proceed or the net residual proceeds. For any net proceed urchaser, such proceeds shall be equally split (50%-50%) AGREEMENT: This Schedule is issued pursuant to the SALE ove. All of the terms, conditions, and representations of the reby incorporated herein and made a part hereof as if they PURCHASER, IFC CREDIT CORPORATION:	
SELLER, VISION FINANCIAL GRÓDP, Authorized Signature	LLC:	PURCHASER, IFC CREDIT CORPORATION: Authorized Signature	
Kimberly S. Smith By (Typed or Printed Name)		By (Typed or KalasamuM). Yates Director of Contract Admin	



Its (Title)

(Rev 04-1-04)

Chief Financial Officer
Its (Title)

SCHEDULE A

DATED AS OF March 31, 2004

TO SALE OF LEASE, RENTS AND EQUIPMENT AGREEMENT

TRANSACTION DESCRIPTION:	Sale of Equipment Scheo Payments, and Equipmen	ule No. 224724-01 ("Lease"), at thereunder, including Title	RICIMA
PURCHASE PRICE:	\$15,021.16	U	
ADVANCE RENTALS, IF ANY:	\$282.00 (1 st & last)	Sold/Assigned to Purchaser:Ye	s <u>X</u> No
SECURITY DEPOSIT, IF ANY:	\$ 0.00	Sold/Assigned to Purchaser:Yes	sXNo
PURCHASED RENTS & TERM:	\$282.00 per month for 58 February 1, 2009, follow \$2,669.34 on April 1, 20	months, beginning May 1, 2004, t yed by 1 (minimum guarantee 09.	hrough d residual) payment o
CLOSING DATE:	March 31, 2004		
LEASE:	Lease No. 2247 dated as Lessee.	December 23, 2002, between	Seller, as Lessor, and
PRESENT VALUE RATE:	8.75% in arrears	4	
EQUIPMENT DESCRIPTION:	New Fertilizer Spreader		
EQUIPMENT LOCATION:	Dothan, AL (as better describe	d on the Acceptance Certificate)	
PURCHASE OPTION WITH RESPECT	TO EQUIPMENT:FM	V\$1.00 Purchase Option _X_Ot	her (describe below)
of its intended termination of the L notify Seller in writing of such notithe event that Seller shall receive Purchaser shall use its reasonable Lessee per the terms of the Lease Option of Lessee thereunder, or Equipment for more than the Less proceeds, whether it be by renewal Purchaser shall be first entitled to remarketing of the Equipment plus amounts realized in excess of the between Purchaser and Seller. SCHEDULE A TO SALE OF LEASE, I OF LEASE, RENTS AND EQUIPMENT A SALE OF LEASE, RENTS AND EQUIPMENT A	ce from Lessee, which not said notice from Lessee, best efforts to remarket to, (b) selling the Equipmer (c) selling the Equipmer or re-lease, sale, early ter reimbursement of any and the first seventeen (17%) amounts first due to Pur RENTS AND EQUIPMENT A	ice shall specify the date of intendent of the Equipment by either (a) reshit to Lessee per the terms of the Equipment. Upon Purchaser mination or termination after the Id all reasonable and customary of percent of the net residual proceeds, such proceeds shall be GREEMENT: This Schedule is issue. All of the terms, conditions, a	ded lease termination. In Purchaser a copy thereof easing the Equipment to be Lease or any Purchase who would purchase the 's realization of residual Lease Term of the Lease costs of repossession and eds. For any net proceed equally split (50%-50% study pursuant to the SALL and representations of the company of the costs of the costs.
were expressly set forth in this Add	lendum.		
SELLER, VISION FINANCIAL GROUP	PALC:	PURCHASER, IFC CREDIT COR	PORATION:
Authorized Signature		Adthorized Signature	
Kimberly S. Smith By (Typed or Printed Name)		Susan M. Yatı By (Typed of Militar Value) Department A	es [\] dmin.
Chief Financial Officer Its (Title)		Its (Title)	(Rev 04-1-04)

SCHEDULE A

DATED AS OF March 31, 2004 TO SALE OF LEASE, RENTS AND EQUIPMENT AGREEMENT

dated as of March 31, 2004 between VISION FINANCIAL GROUP, LLC (as "Seller")

ar	id IFC CREDIT CORPOR	ATION (as "Purchaser")	Q/Q_{i}
TRANSACTION DESCRIPTION:		dule No. 224727-01 ("Lease"), Continued the thereunder, including Title	KIO.
PURCHASE PRICE:	\$63,586.72		
ADVANCE RENTALS, IF ANY:	\$1,194.00 (1st & last)	Sold/Assigned to Purchaser:Yes	s <u>X</u> No
SECURITY DEPOSIT, IF ANY:	\$ 0.00	Sold/Assigned to Purchaser:Yes	s <u>X</u> No
PURCHASED RENTS & TERM:	\$1,194.00 per month for 58 February 1, 2009, follow \$11,281.20 on April 1, 2	B months, beginning May 1, 2004, wed by 1 (minimum guaranteed 009.	through d residual) payment of
CLOSING DATE:	March 31, 2004		
LEASE:	Lease No. 2247 dated as Lessee.	December 23, 2002, between	Seller, as Lessor, and
PRESENT VALUE RATE:	8.75% in arrears		
EQUIPMENT DESCRIPTION:	10 Ton Blender System, 4500 I	Diesel	
EQUIPMENT LOCATION:	Union City, TN (as better descri	ibed on the Acceptance Certificate)	
PURCHASE OPTION WITH RESPECT	TO EQUIPMENT:FM	V\$1.00 Purchase Option _X_Oth	ner (describe below)
SPECIAL TERMS: The following ad Exhibit. Purchaser shall remarket the initial term or any renewal or hold of its intended termination of the Lenotify Seller in writing of such notify the event that Seller shall receive a Purchaser shall use its reasonable Lessee per the terms of the Lease, Option of Lessee thereunder, or Equipment for more than the Less proceeds, whether it be by renewal Purchaser shall be first entitled to remarketing of the Equipment plus amounts realized in excess of the between Purchaser and Seller.	ne Equipment on a non-disver term of the Lease ("Leese, effective before, on the from Lessee, which not said notice from Lessee, the best efforts to remarket the control of the Equipment of the	scriminatory basis before, on or all ease Term"). Promptly after receiver after the expiration of the Leastice shall specify the date of intending the Seller shall promptly send Public Equipment by either (a) re-lent to Lessee per the terms of the tot another person or entity where Equipment. Upon Purchaser's mination or termination after the Lend all reasonable and customary copercent of the net residual proceed	fter the expiration of the pt of notice from Lessee se Term, Purchaser shall led lease termination. In urchaser a copy thereof, easing the Equipment to Lease or any Purchase ho would purchase the s realization of residual lease Term of the Lease, osts of repossession and ds. For any net proceed
SCHEDULE A TO SALE OF LEASE, R DF LEASE, RENTS AND EQUIPMENT A SALE OF LEASE, RENTS AND EQUIPM were expressly set forth in this Adde	GREEMENT identified abov ENT AGREEMENT are here	ve. All of the terms, conditions, at	nd representations of the
SELLER, VISION FINANCIAL GROUP Authorized Signature	VI.C:	PURCHASER, IFC CREDIT CORP	ORATION:
Kimberly S. Smith By (Typed or Printed Name)	The state of the s	Susan M. Yates By (Typ Directomet/Contep ct Admin	
Chief Financial Officer ts (Title)		Its (Title)	(Rev 04-1-04)

ORIGINAL

SCHEDULE A DATED AS OF March 31, 2004 TO SALE OF LEASE, RENTS AND EQUIPMENT AGREEMENT

dated as of March 31, 2004

between VISION FINANCIAL GROUP, LLC (as "Seller") and IFC CREDIT CORPORATION (as "Purchaser")

TRANSACTION DESCRIPTION:		ule No. 224729-01 ("Lease"), t thereunder, including Title	
PURCHASE PRICE:	\$25,082.09		
ADVANCE RENTALS, IF ANY:	\$471.00 (1 st & last)	Sold/Assigned to Purchaser:Ye	s <u>X</u> No
SECURITY DEPOSIT, IF ANY:	\$ 0.00	Sold/Assigned to Purchaser:Ye	s <u>X</u> No
PURCHASED RENTS & TERM:		nonths, beginning May 1, 2004, to deed by 1 (minimum guarantee 09.	
CLOSING DATE:	March 31, 2004		
LEASE:	Lease No. 2247 dated as Lessee.	December 23, 2002, between	Seller, as Lessor, and
PRESENT VALUE RATE:	8.75% in arrears		
EQUIPMENT DESCRIPTION:	10 Ton Blender System		
EQUIPMENT LOCATION:	Paris, IL (as better described on	the attached Acceptance Certificate)	
PURCHASE OPTION WITH RESPECT	TO EQUIPMENT:FM\	1.00 Purchase Option X Ot	her (describe below)
of its intended termination of the L notify Seller in writing of such notic the event that Seller shall receive seller shall receive seller shall use its reasonable. Lessee per the terms of the Lease, Option of Lessee thereunder, or a Equipment for more than the Less proceeds, whether it be by renewal Purchaser shall be first entitled to remarketing of the Equipment plus amounts realized in excess of the between Purchaser and Seller. SCHEDULE A TO SALE OF LEASE, ROF LEASE, RENTS AND EQUIPMENT A SALE OF LEASE, RENTS AND EQU	ce from Lessee, which notice and notice from Lessee, the best efforts to remarket the control of the Equipment (c) selling the Equipment (c) selling the Equipment (c) selling to pay for the control or re-lease, sale, early terming treimbursement of any and the first seventeen (17%) amounts first due to Purent ACC AND EQUIPMENT ACC GREEMENT identified above the control of the con	ice shall specify the date of inten- then Seller shall promptly send I the Equipment by either (a) re- the Equipment by either (a) re- the to Lessee per the terms of the to another person or entity we the Equipment. Upon Purchaser mination or termination after the la all reasonable and customary of the percent of the net residual proceed chaser, such proceeds shall be the GREEMENT: This Schedule is isso the. All of the terms, conditions, a	ded lease termination. In Purchaser a copy thereof. easing the Equipment to be Lease or any Purchase who would purchase the r's realization of residual Lease Term of the Lease, costs of repossession and eds. For any net proceed equally split (50%-50%) and pursuant to the SALE and representations of the
SELLER, VISION FINANCIAL GROUP Authorized Signature Kimberly S. Smith By (Typed or Printed Name)	LLC	PURCHASER, IFC CREDIT COR Authorized Signature Susan M. Yates By (Typhreciping Conteact Admir	l
Chief Financial Officer Its (Title)		Its (Title)	(Rev 04-1-04)

SCHEDULE A

DATED AS OF March 31, 2004

TO SALE OF LEASE, RENTS AND EQUIPMENT AGREEMENT

dated as of March 31, 2004

between VISION FINANCIAL GROUP, LLC (as "Seller") and IFC CREDIT CORPORATION (as "Purchaser")

TRANSACTION DESCRIPTION:	Sale of Equipment Schedule No. 224730-01 ("Lease"), Payments, and Equipment thereunder, including Title		
PURCHASE PRICE:	\$68,171.32		
ADVANCE RENTALS, IF ANY:	\$1,280.00 (1 st & last)	Sold/Assigned to Purchaser: Yes X No	
SECURITY DEPOSIT, IF ANY:	\$ 0.00	Sold/Assigned to Purchaser:YesX_No	
PURCHASED RENTS & TERM:	\$1,280.00 per month for 58 February 1, 2009, follows \$12,100.94 on April 1, 20	months, beginning May 1, 2004, through ed by 1 (minimum guaranteed residual) payment of 09.	
CLOSING DATE:	March 31, 2004		
LEASE:	Lease No. 2247 dated as Lessee.	December 23, 2002, between Seller, as Lessor, and	
PRESENT VALUE RATE:	8.75% in arrears		
EQUIPMENT DESCRIPTION:	(2) New Leaders (1) 11 Row Ap	plicator	
EQUIPMENT LOCATION:	Eaton, OH, - Washington, C.H.,	OH - Polk, OH (as better described on the Acceptance Certificate)	
PURCHASE OPTION WITH RESPECT	TO EQUIPMENT:FMV	\$1.00 Purchase Option X Other (describe below)	
SPECIAL TERMS: The following additional terms and conditions shall be applicable to and shall constitute a part of this Exhibit. Purchaser shall remarket the Equipment on a non-discriminatory basis before, on or after the expiration of the initial term or any renewal or holdover term of the Lease ("Lease Term"). Promptly after receipt of notice from Lessee of its intended termination of the Lease, effective before, on or after the expiration of the Lease Term, Purchaser shall notify Seller in writing of such notice from Lessee, which notice shall specify the date of intended lease termination. In the event that Seller shall receive said notice from Lessee, then Seller shall promptly send Purchaser a copy thereof. Purchaser shall use its reasonable best efforts to remarket the Equipment by either (a) re-leasing the Equipment to Lessee per the terms of the Lease, (b) selling the Equipment to Lessee per the terms of the Lease or any Purchase Option of Lessee thereunder, or (c) selling the Equipment to another person or entity who would purchase the Equipment for more than the Lessee is willing to pay for the Equipment. Upon Purchaser's realization of residual proceeds, whether it be by renewal or re-lease, sale, early termination or termination after the Lease Term of the Lease, Purchaser shall be first entitled to reimbursement of any and all reasonable and customary costs of repossession and remarketing of the Equipment plus the first seventeen (17%) percent of the net residual proceeds. For any net proceed amounts realized in excess of the amounts first due to Purchaser, such proceeds shall be equally split (50%-50%) between Purchaser and Seller.			

SCHEDULE A TO SALE OF LEASE, RENTS AND EQUIPMENT AGREEMENT: This Schedule is issued pursuant to the SALE OF LEASE, RENTS AND EQUIPMENT AGREEMENT identified above. All of the terms, conditions, and representations of the SALE OF LEASE, RENTS AND EQUIPMENT AGREEMENT are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Addendum.

SELLER, VISION FINANCIAL GROUP, LLC:	PURCHASER, IFC CREDIT CORPC	DRATION:
Authorized Signature Kimberly S. Smith By (Typed or Printed Name)	Susan M. Yates By (Typpline during to office at Admin	
Chief Financial Officer Its (Title)	Its (Title)	(Rev 04-1-04)

SCHEDULE A DATED AS OF March 31, 2004

TO SALE OF LEASE, RENTS AND EQUIPMENT AGREEMENT dated as of March 31, 2004 between VISION FINANCIAL GROUP, LLC (as "Seller")

and IFC CREDIT CORPORATION (as "Purchaser")

Sale of Equipment Schedule No. 224735-01 ("Lease"),

Payments, and Equipment thereunder, including Title

PURCHASE PRICE:	\$149,601.66		Ch,
ADVANCE RENTALS, IF ANY:	\$2,809.00 (1st & last)	Sold/Assigned to Purchaser:Yes	No
SECURITY DEPOSIT, IF ANY:	\$ 0.00	Sold/Assigned to Purchaser:Yes	XNo
PURCHASED RENTS & TERM:		nonths, beginning May 1, 2004, thr d by 1 (minimum guaranteed r 09.	
CLOSING DATE:	March 31, 2004		
LEASE:	Lease No. 2247 dated las Lessee.	December 23, 2002, between Se	eller, as Lessor, and
PRESENT VALUE RATE:	8.75% in arrears	ч	
EQUIPMENT DESCRIPTION:	(2) 2004 International Trucks		
EQUIPMENT LOCATION:	Wilson, NC (as better described of	on the Acceptance Certificate)	
PURCHASE OPTION WITH RESPECT	TO EQUIPMENT:FMV	\$1.00 Purchase Option _X_Other ((describe below)
Exhibit. Purchaser shall remarket the nitial term or any renewal or holdo of its intended termination of the Late that Seller in writing of such notice the event that Seller shall receive a Purchaser shall use its reasonable between the terms of the Lease. Option of Lessee thereunder, or Equipment for more than the Lesse proceeds, whether it be by renewal Purchaser shall be first entitled to remarketing of the Equipment plus amounts realized in excess of the between Purchaser and Seller.	ver term of the Lease ("Leasease, effective before, on one from Lessee, which notice said notice from Lessee, the best efforts to remarket the properties of the Equipment (c) selling the Equipment (c) selling the Equipment (d) selling to pay for the or re-lease, sale, early term reimbursement of any and the first seventeen (17%) parmounts first due to Purc	se Term"). Promptly after receipt of after the expiration of the Lease of e shall specify the date of intended on Seller shall promptly send Purce Equipment by either (a) re-leasing to Lessee per the terms of the Least of another person or entity who be Equipment. Upon Purchaser's relation or termination after the Least least reasonable and customary costs ercent of the net residual proceeds. The haser, such proceeds shall be equipment.	of notice from Lessee Term, Purchaser shall lease termination. In chaser a copy thereof, ing the Equipment to ease or any Purchase would purchase the realization of residual se Term of the Lease, so of repossession and For any net proceed ally split (50%-50%)
OF LEASE, RENTS AND EQUIPMENT A SALE OF LEASE, RENTS AND EQUIPM were expressly set forth in this Adde	GREEMENT identified above MENT AGREEMENT are hereb endum.	e. All of the terms, conditions, and	representations of the
SELLER, VISION FINANCIAL GROUP Authorized Signature	, LLC:	PURCHASER, IFC CREDIT CORPOR	ATION:
C.		Susan M. Yates	
Kimberly S. Smith By (Typed or Printed Name)	Make a fact of the state of the	By (Typed of Printed Name)	republifies in comit de la filologica de la comitación de
Chief Financial Officer (ts (Title)		Its (Title)	(Rev 04-1-04)

SCHEDULE A DATED AS OF March 31, 2004 TO SALE OF LEASE, RENTS AND EQUIPMENT AGREEMENT

TRANSACTION DESCRIPTION:	Sale of Equipment Scheol Payments, and Equipment	dule No. 224736-01 ('Lease"), nt thereunder, including Title	
PURCHASE PRICE:	\$203,203.42		
ADVANCE RENTALS, IF ANY:	\$3,816.00 (1 st & last)	Sold/Assigned to Purchaser:YesX_No	
SECURITY DEPOSIT, IF ANY:	\$ 0.00	Sold/Assigned to Purchaser:YesX_No	
PURCHASED RENTS & TERM:	\$3,816.00 per month for 58 February 1, 2009, follow \$36,067.68 on April 1, 2	8 months, beginning May 1, 2004, through wed by 1 (minimum guaranteed residual) 2009.	payment of
CLOSING DATE:	March 31, 2004		
LEASE:	Lease No. 2247 dated as Lessee.	December 23, 2002, between Seller, as	Lessor, and
PRESENT VALUE RATE:	8.75% in arrears		
EQUIPMENT DESCRIPTION:	1264 Rogator System, Blender	r System	
EQUIPMENT LOCATION:	Washington C.H., OH - Circ	cleville, OH (as better described on the Acceptance Cer	tificate)
PURCHASE OPTION WITH RESPECT	TO EQUIPMENT:FM	IV\$1,00 Purchase OptionXOther (describe be	low)
of its intended termination of the Lenotify Seller in writing of such notice the event that Seller shall receive so Purchaser shall use its reasonable. Lessee per the terms of the Lease, Option of Lessee thereunder, or (Equipment for more than the Lesse proceeds, whether it be by renewal and Purchaser shall be first entitled to be remarketing of the Equipment plus amounts realized in excess of the between Purchaser and Seller.	ease, effective before, on the from Lessee, which not aid notice from Lessee, best efforts to remarket (b) selling the Equipment (c) selling the Equipment the is willing to pay for or re-lease, sale, early ter reimbursement of any and the first seventeen (17%) amounts first due to Pu	case Term"). Promptly after receipt of notice or after the expiration of the Lease Term, Purtice shall specify the date of intended lease term, then Seller shall promptly send Purchaser a country the Equipment by either (a) re-leasing the East to Lessee per the terms of the Lease or a not to another person or entity who would put the Equipment. Upon Purchaser's realization mination or termination after the Lease Term of all reasonable and customary costs of report of the net residual proceeds. For any process, such proceeds shall be equally split.	rchaser shall mination. In copy thereof, quipment to my Purchase the of residual of the Lease, ssession and net proceed (50%-50%)
OF LEASE, RENTS AND EQUIPMENT AV SALE OF LEASE, RENTS AND EQUIPM were expressly set forth in this Adde	GREEMENT identified about the contract of the	GREEMENT: This Schedule is issued pursuant ove. All of the terms, conditions, and represent reby incorporated herein and made a part here	tations of the
SELLER, VISION FINANCIAL GROUP,	LKK:	PURGHASER, IFC CREDIT CORPORATION: Authorized Signature	************
Authorized Signature		Susan M Yates	
Kimberly S. Smith By (Typed or Printed Name)	mengganukkhunsussiki di dikari	By (Typed or Printed Name)	AAATiingu aanaa
Chief Financial Officer Its (Title)		Its (Title) (Rev 04	 -04)

SCHEDULE A DATED AS OF March 31, 2004 TO SALE OF LEASE, RENTS AND EQUIPMENT AGREEMENT

	ween VISION FINANC and IFC CREDIT CORF	March 31, 2004 [AL GROUP, LLC (as "Seller"] ORATION (as "Purchaser")	MAL
TRANSACTION DESCRIPTION:	Sale of Equipment So Payments, and Equip	AL-GROUP, LLC (as "Seller" ORATION (as "Purchaser") Chedule No. 224737-01 ("Lease ment thereunder, including Title	381011
PURCHASE PRICE:	\$50,275.39		
ADVANCE RENTALS, IF ANY:	\$944.00 (1 st & last)	Sold/Assigned to Purchaser:	
SECURITY DEPOSIT, IF ANY:	\$ 0.00	Sold/Assigned to Purchaser:	YesXNo
PURCHASED RENTS & TERM:		-	2004, through ranteed residual) payment of
CLOSING DATE:	March 31, 2004		
LEASE:	Lease No. 2247 da as Lessee.	ated December 23, 2002, be	tween Seller, as Lessor, and
PRESENT VALUE RATE:	8.75% in arrears		
EQUIPMENT DESCRIPTION:	Toolbars and Frames, Wra	ingler Loader	
EQUIPMENT LOCATION:	Riga, MI - Ann Arbor, M	(as better described on the Acceptance	: Certificate)
PURCHASE OPTION WITH RESPEC	T TO EQUIPMENT:	_FMV\$1.00 Purchase Option _	X_Other (describe below)
Exhibit. Purchaser shall remarket initial term or any renewal or hole of its intended termination of the notify Seller in writing of such not the event that Seller shall receive Purchaser shall use its reasonabl Lessee per the terms of the Leas Option of Lessee thereunder, or Equipment for more than the Le proceeds, whether it be by renews Purchaser shall be first entitled tremarketing of the Equipment plu amounts realized in excess of the between Purchaser and Seller. SCHEDULE A TO SALE OF LEASE, SALE OF LEASE, TEASE, RENTS AND EQUIPMENT	dover term of the Lease Lease, effective before, tice from Lessee, which is said notice from Lesse best efforts to remark se, (b) selling the Equipart (c) selling the Equipart (c) selling to pay the said or re-lease, sale, early to reimbursement of any as the first seventeen (1) are amounts first due to pay the AGREEMENT identified PMENT AGREEMENT are	("Lease Term"). Promptly after on or after the expiration of the notice shall specify the date of ee, then Seller shall promptly set the Equipment by either (as ment to Lessee per the terms ment to another person or erfor the Equipment. Upon Pure termination or termination after and all reasonable and custor (2%) percent of the net residual Purchaser, such proceeds shall all the statements. This Schedule above. All of the terms, conditions after the statements of the terms, conditions are the statements.	er receipt of notice from Lessee the Lease Term, Purchaser shall fintended lease termination. In send Purchaser a copy thereof. (a) re-leasing the Equipment to of the Lease or any Purchase the chaser's realization of residual or the Lease Term of the Lease, mary costs of repossession and proceeds. For any net proceed all be equally split (50%-50%) the is issued pursuant to the SALE tions, and representations of the
were expressly set forth in this Ad	<i>)</i> ·		
SELLER, VISION FINANCIAL GROU	JECALC:	PURCHASER, IFC CREDI	r corporation:
Authorized Signature		Authorized Signature	<u> </u>
Kimberly S. Smith By (Typed or Printed Name)	agariinnangaayaga ugun MA milayah ili sebilika da	By (Typed: Susan M. Y	'ates act Admin
Chief Financial Officer Its (Title)		Its (Title)	(Rev 04-1-04)

SCHEDULE A DATED AS OF March 31, 2004

TO SALE OF LEASE, RENTS AND EQUIPMENT AGREEMENT

TRANSACTION DESCRIPTION:	Sale of Equipment Schedule No. 224741-01 ("Lease"), Payments, and Equipment thereunder, including Title		
PURCHASE PRICE:	\$19,919.64		
ADVANCE RENTALS, IF ANY:	\$374.00 (1 st & last)	Sold/Assigned to Purchaser:	YesXNo
SECURITY DEPOSIT, IF ANY:	\$ 0.00	Sold/Assigned to Purchaser:	Yes X No
PURCHASED RENTS & TERM:		58 months, beginning May 1, 200 flowed by 1 (minimum guara: , 2009.	
CLOSING DATE:	March 31, 2004		
LEASE:	Lease No. 2247 das Lessee.	ated December 23, 2002, betw	veen Seller, as Lessor, and
PRESENT VALUE RATE:	8.75% in arrears	**	
EQUIPMENT DESCRIPTION:	Spreaders		
EQUIPMENT LOCATION:	Wheatland, IN (as better d	escribed on the Acceptance Certificate)	
PURCHASE OPTION WITH RESPECT	TO EQUIPMENT:	FMV\$1.00 Purchase Option _X	Other (describe below)
initial term or any renewal or holdo of its intended termination of the L notify Seller in writing of such notic the event that Seller shall receive so Purchaser shall use its reasonable Lessee per the terms of the Lease, Option of Lessee thereunder, or Equipment for more than the Less proceeds, whether it be by renewal Purchaser shall be first entitled to remarketing of the Equipment plus amounts realized in excess of the between Purchaser and Seller.	ease, effective before, ce from Lessee, which said notice from Lesse best efforts to remark, (b) selling the Equip (c) selling the Equip the is willing to pay for re-lease, sale, early reimbursement of any the first seventeen (17 amounts first due to	on or after the expiration of the notice shall specify the date of it ee, then Seller shall promptly set et the Equipment by either (a) oment to Lessee per the terms of ment to another person or entire or the Equipment. Upon Purch termination or termination after and all reasonable and customa (2%) percent of the net residual propurchaser, such proceeds shall	Lease Term, Purchaser shall attended lease termination. In the Purchaser a copy thereof re-leasing the Equipment to find the Lease or any Purchase ty who would purchase the aser's realization of residual the Lease Term of the Lease try costs of repossession and occeds. For any net proceed be equally split (50%-50%)
SCHEDULE A TO SALE OF LEASE, R OF LEASE, RENTS AND EQUIPMENT A SALE OF LEASE, RENTS AND EQUIPM were expressly set forth in this Adde	GREEMENT identified and MENT AGREEMENT are condum.	above. All of the terms, conditio	ns, and representations of the
SELLER, VISION FINANCIAL GROUP	,LC:	PURCHASER, IFC CREDIT	CORPORATION:
Authorized Signature		Authorized Signature	beth
/		,	
Kimberly S. Smith By (Typed or Printed Name)		Susan M. Yates By (Typed by Printer Palmer) Ad	i min.
Chief Financial Officer Its (Title)		Its (Title)	(Rev 04-1-04)

SCHEDULE A DATED AS OF March 31, 2004 TO SALE OF LEASE, RENTS AND EQUIPMENT AGREEMENT dated as of March 31, 2004 between VISION FINANCIAL GROUP AS

between VISION FINANCIAL GROUP, LLC (as "Seller") and IFC CREDIT CORPORATION (as "Purchaser")

TRANSACTION DESCRIPTION:		chedule No. 224742-01 ("Lease") ment thereunder, including Title	,
PURCHASE PRICE:	\$87,077.89		
ADVANCE RENTALS, IF ANY:	\$1,635.00 (1st & last)	Sold/Assigned to Purchaser:	_YesX_No
SECURITY DEPOSIT, IF ANY:	\$ 0.00	Sold/Assigned to Purchaser:	_YesX_No
PURCHASED RENTS & TERM:	•	r 58 months, beginning May 1, 20 llowed by 1 (minimum guarar 1, 2009.	
CLOSING DATE:	March 31, 2004		
LEASE:	Lease No. 2247 da as Lessee.	ted December 23, 2002, between	een Seller, as Lessor, and
PRESENT VALUE RATE:	8.75% in arrears		
EQUIPMENT DESCRIPTION:	Fertilizers, Loader, Mixing	Machine, Blender, Lift Truck	
EQUIPMENT LOCATION:	Williamston, NC - Wilson (as better described on the	, NC – Vanceboro, NC – Plymouth, NC – Acceptance Certificate)	Pantego, NC - Tarboro, NC
PURCHASE OPTION WITH RESPECT	TO EQUIPMENT:	FMV\$1.00 Purchase Option _X_	Other (describe below)
Exhibit. Purchaser shall remarket to initial term or any renewal or hold of its intended termination of the Lanotify Seller in writing of such notify he event that Seller shall receive a Purchaser shall use its reasonable Lessee per the terms of the Lease Option of Lessee thereunder, or Equipment for more than the Less proceeds, whether it be by renewal Purchaser shall be first entitled to remarketing of the Equipment plus amounts realized in excess of the between Purchaser and Seller.	ver term of the Lease (ease, effective before, ce from Lessee, which said notice from Lesse best efforts to remark, (b) selling the Equip (c) selling the Equip or re-lease, sale, early reimbursement of any the first seventeen (17	"Lease Term"). Promptly after r on or after the expiration of the notice shall specify the date of in e, then Seller shall promptly sen et the Equipment by either (a) is ment to Lessee per the terms of ment to another person or entit or the Equipment. Upon Purcha termination or termination after t and all reasonable and customar %) percent of the net residual pro-	eccipt of notice from Lessee Lease Term, Purchaser shall stended lease termination. In ad Purchaser a copy thereof, re-leasing the Equipment to the Lease or any Purchase y who would purchase the aser's realization of residual the Lease Term of the Lease, ry costs of repossession and occeds. For any net proceed
SCHEDULE A TO SALE OF LEASE, F OF LEASE, RENTS AND EQUIPMENT A SALE OF LEASE, RENTS AND EQUIPM were expressly set forth in this	GREEMENT identified a SENT AGREEMENT are b	above. All of the terms, condition	ns, and representations of the
SELLER, VISION FINANCIAL GROUP Authorized Signature	, 11/2	PURCHASER, IFC CREDIT C	ORPORATION:
Kimberly S. Smith By (Typed or Printed Name)		By (Typed or Printed Name)	
Chief Financial Officer Its (Title)		Its (Title)	(Rev 04-1-04)

SCHEDULE A DATED AS OF March 31, 2004

TO SALE OF LEASE, RENTS AND EQUIPMENT AGREEMENT

dated as of March 31, 2004

bei	ween VISION FINANC	March 31, 2004 AL GROUP, LLC (as "Seller") ORATION (as "Purchaser")	ORIGINAL
TRANSACTION DESCRIPTION:		chedule No. 224743-01 ("Lease"), ment thereunder, including Title	ORIGIL
PURCHASE PRICE:	\$17,095.86		
ADVANCE RENTALS, IF ANY:	\$321.00 (1st & last)	Sold/Assigned to Purchaser:	Yes <u>X</u> No
SECURITY DEPOSIT, IF ANY:	\$ 0.00	Sold/Assigned to Purchaser:	Yes X_No
PURCHASED RENTS & TERM:		58 months, beginning May 1, 2004 llowed by 1 (minimum guarante , 2009.	
CLOSING DATE:	March 31, 2004		
LEASE:	Lease No. 2247 da as Lessee.	ated December 23, 2002, between	en Seller, as Lessor, and
PRESENT VALUE RATE:	8.75% in arrears		
EQUIPMENT DESCRIPTION:	Lift Truck		
EQUIPMENT LOCATION:	West Pointe, VA (as better	described on the Acceptance Certificate)	
PURCHASE OPTION WITH RESPE	CT TO EQUIPMENT:	FMV \$1.00 Purchase Option X	Other (describe below)
initial term or any renewal or hole of its intended termination of the notify Seller in writing of such notify Seller in writing of such nother event that Seller shall receive Purchaser shall use its reasonable. Lessee per the terms of the Lest Option of Lessee thereunder, of Equipment for more than the Lest proceeds, whether it be by renew Purchaser shall be first entitled remarketing of the Equipment pl	dover term of the Lease the Lease, effective before, office from Lessee, which it is added to the said notice from Lesse the best efforts to remark ase, (b) selling the Equipor (c) selling the Equipor (c) selling to pay for re-lease, sale, early to reimbursement of any us the first seventeen (17)	n-discriminatory basis before, on or ("Lease Term"). Promptly after recon or after the expiration of the Lanotice shall specify the date of intege, then Seller shall promptly send that the Equipment by either (a) resonant to Lessee per the terms of ament to another person or entity or the Equipment. Upon Purchas termination or termination after the and all reasonable and customary (%) percent of the net residual procedures.	ceipt of notice from Lessee ease Term, Purchaser shall ended lease termination. In Purchaser a copy thereof. e-leasing the Equipment to the Lease or any Purchase who would purchase the ter's realization of residual e Lease Term of the Lease, costs of repossession and ceeds. For any net proceed
OF LEASE, RENTS AND EQUIPMEN	T AGREEMENT identified IPMENT AGREEMENT are	T AGREEMENT: This Schedule is a above. All of the terms, conditions hereby incorporated herein and management.	s, and representations of the
SELLER, VISION FLYANCIAL GRO Authorized Signature	OUP, LLC	PURCHASER, IFC CREDIT CO	ORPORATION:
Kimberly S. Smith By (Typed or Printed Name)		Susan M. Yate: By (Typ Diegrafice Rame)	S Jmin
Chief Financial Officer Its (Title)		Its (Title)	(Rev 04-1-04)

SCHEDULE A DATED AS OF March 31, 2004

TO SALE OF LEASE, RENTS AND EQUIPMENT AGREEMENT

betwe	dated as of Ma en VISION FINANCIAL	ID EQUIPMENT AGREE	F	
TRANSACTION DESCRIPTION:	Sale of Equipment Schedule No. 224744-01 ("Lease"), Payments, and Equipment thereunder, including Title			
PURCHASE PRICE:	\$31,318.04			
ADVANCE RENTALS, IF ANY:	\$588.00 (1st & last)	Sold/Assigned to Purchaser: _	Yes X No	
SECURITY DEPOSIT, IF ANY:	\$ 0.00	Sold/Assigned to Purchaser:	YesXNo	
PURCHASED RENTS & TERM:	\$588.00 per month for 58 months, beginning May 1, 2004, through February 1, 2009, followed by 1 (minimum guaranteed residual) payment of \$5,561.72 on April 1, 2009.			
CLOSING DATE:	March 31, 2004			
LEASE:	Lease No. 2247 dated December 23, 2002, between Seller, as Lessor, and as Lessee.			
PRESENT VALUE RATE:	8.75% in arrears			
EQUIPMENT DESCRIPTION:	20 Lift Trucks			
EQUIPMENT LOCATION:	Dothan, AL - Robertsdale,	AL (as better described on the Ac	cceptance Certificate)	
PURCHASE OPTION WITH RESPECT	TO EQUIPMENT:FN	IV\$1.00 Purchase Option	X_Other (describe below)	
SPECIAL TERMS: The following ade Exhibit. Purchaser shall remarket the initial term or any renewal or holdo of its intended termination of the Lenotify Seller in writing of such notice the event that Seller shall receive a Purchaser shall use its reasonable. Lessee per the terms of the Lease, Option of Lessee thereunder, or (Equipment for more than the Lesse proceeds, whether it be by renewal Purchaser shall be first entitled to remarketing of the Equipment plus amounts realized in excess of the between Purchaser and Seller.	the Equipment on a non-dever term of the Lease ("I case, effective before, or the from Lessee, which not aid notice from Lessee, best efforts to remarket (b) selling the Equipment (c) selling the Equipment is willing to pay for or re-lease, sale, early tereimbursement of any arthe first seventeen (17%) amounts first due to Put	iscriminatory basis before, case Term"). Promptly after or after the expiration of the shall specify the date of then Seller shall promptly the Equipment by either (and to another person or entry to another per	on or after the expiration of the er receipt of notice from Lessee he Lease Term, Purchaser shall f intended lease termination. In send Purchaser a copy thereof. a) re-leasing the Equipment to softhe Lease or any Purchase ntity who would purchase the rehaser's realization of residual er the Lease Term of the Lease, mary costs of repossession and proceeds. For any net proceed all be equally split (50%-50%)	
SCHEDULE A TO SALE OF LEASE, R OF LEASE, RENTS AND EQUIPMENT A SALE OF LEASE, RENTS AND EQUIPM were expressly set forth in this Adde	GREEMENT identified abo ENT AGREEMENT are her	ove. All of the terms, condit	tions, and representations of the	
SELLER, VISION FINANCIAL GROUP Authorized Signature	LLE	PURCHASER, IFC CREDI	T CORPORATION:	
Kimberly S. Smith By (Typed or Printed Name)		Susan M. Yat	es Admin.	
Chief Financial Officer Its (Title)	- yyun balan da	Its (Title)	(Rev 04-1-04)	

SCHEDULE A DATED AS OF March 31, 2004

TO SALE OF LEASE, RENTS AND EQUIPMENT AGREEMENT dated as of March 31, 2004
between VISION FINANCIAL GROUP, LLC (as "Seller")
and IFC CREDIT CORPORATION (as "Purchaser")

TRANSACTION DESCRIPTION:	Sale of Equipment Schedule No. 224745-01 ("Lease"). Payments, and Equipment thereunder, including Title				
PURCHASE PRICE:	\$19,010.87				
ADVANCE RENTALS, IF ANY:	\$357.00 (1 st & last)	Sold/Assigned to Purchaser:	Yes X_No		
SECURITY DEPOSIT, IF ANY:	\$ 0.00	Sold/Assigned to Purchaser:	YesX_No		
PURCHASED RENTS & TERM:	\$357.00 per month for 58 months, beginning May 1, 2004, through February 1, 2009, followed by 1 (minimum guaranteed residual) payment o \$3,371.10 on April 1, 2009.				
CLOSING DATE:	March 31, 2004				
LEASE:	Lease No. 2247 dated December 23, 2002, between Seller, as Lessor, and as Lessee.				
PRESENT VALUE RATE:	8.75% in arrears				
EQUIPMENT DESCRIPTION:	Row Crop Spreaders				
EQUIPMENT LOCATION:	Jessup, GA (as better described on the Acceptance Certificate)				
PURCHASE OPTION WITH RESPECT	TO EQUIPMENT:	FMV\$1.00 Purchase Option _	X_Other (describe below)		
initial term or any renewal or holded of its intended termination of the I notify Seller in writing of such notify Seller in writing of such notified event that Seller shall receive Purchaser shall use its reasonable Lessee per the terms of the Lease Option of Lessee thereunder, or Equipment for more than the Less proceeds, whether it be by renewal Purchaser shall be first entitled to remarketing of the Equipment plus amounts realized in excess of the between Purchaser and Seller.	Lease, effective before, ice from Lessee, which said notice from Lesse best efforts to remark c, (b) selling the Equip (c) selling the Equip see is willing to pay for re-lease, sale, early reimbursement of any the first seventeen (17)	on or after the expiration of the notice shall specify the date of the the Seller shall promptly state the Equipment by either (a ment to Lessee per the terms nent to another person or enter the Equipment. Upon Purce termination or termination after and all reasonable and custom %) percent of the net residual p	the Lease Term, Purchaser shall intended lease termination. In end Purchaser a copy thereof.) re-leasing the Equipment to of the Lease or any Purchase tity who would purchase the chaser's realization of residual the Lease Term of the Lease hary costs of repossession and proceeds. For any net proceeds		
SCHEDULE A TO SALE OF LEASE, I OF LEASE, RENTS AND EQUIPMENT A SALE OF LEASE, RENTS AND EQUIPM were expressly set forth in this Add	AGREEMENT identified a MENT AGREEMENT are l	above. All of the terms, conditi	ons, and representations of the		
SELLER, VISION FINANCIAL GROUP Authorized Signature	P. <u>W.C.</u>	PURCHASER, IFC CREDIT	CORPORATION:		
Kimberly S. Smith By (Typed or Printed Name)	nerponential of the create diagrams	By (Typed or Philam Me) Ya	ates Admin.		
Chief Financial Officer Its (Title)		Its (Title)	(Rev 04-1-04)		



SALE OF LEASE, RENTS, AND EQUIPMENT WITHOUT RECOURSE

This Sale of Lease, Rents and Equipment Without Recourse Agreement (this "Agreement") dated as of March 31, 2004, is between IPC Credit Corporation, an Illinois corporation located at 8700 Wankegan Road, Suite 100; Morton Grove, Illinois 60053 (together with its successors and assigns, collectively, "Purchaser") and Vision Financial Group, Inc., a Pennsylvania corporation located at The Pennsylvanian, 1100 Liberty Avenue, Pittsburgh, Pennsylvania 15222 ("Seller").

FOR AND IN CONSIDERATION of payment of the Purchase Price as listed on a Schedule A hereto, by Purchaser to Seller, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, conveys, assigns, transfers, and sets over unto Purchaser, subject to the terms and conditions herein, all of Seller's right, title, and interest as lessor in, to and under the lease of equipment to the lessee ("Lessee") under the Equipment Schedule or Schedules under that certain Master Lease Agreement No. 2247, dated December 23, 2002, between Royster-Clark Resources, LLC, as Lessee, and Vision Financial Group, Inc., as Lessor, including the rents and under the terms, including any residual sharing or other special terms as described on each and every Schedule A that may be executed by and between Purchaser and Seller on or after the date hereof in the general form and substance as attached hereto, (the "Lease" or "Leases" or collectively referred to herein as the "Lease"), and all other documentation in the possession of Seller with respect to the Lease, including any guaranty of the Lease, WITHOUT RECOURSE of any nature whatsoever against Seller by reason of any breach of the Lease by the Leasee, or otherwise; Seller hereby further sells, conveys, assigns, transfers, and sets over unto Purchaser all of the Seller's right, title and interest in and to all of the equipment leased under the Lease (including any and all residuals and renewals) (each individually and collectively, the "Equipment") under the terms and conditions herein. Purchaser acknowledges that Seller makes no representations or warranty with respect to the financial ability of the Lessee to make payments required under the Lease and shall not be liable to Purchaser for any failure of the Lessee to make such payments except (i) as a result of a breach of any representation. warranty or covenant made by the Seller, or (ii) as expressly provided in this Agreement.

Seller expressly agrees and acknowledges that this sale of the Lease includes all the rental and residual payments and other amounts due, or to become due, under the Lease and the purchase option or purchase agreement relating thereto, beginning with the rental payment due as of the date of this Agreement ("Pffective Date"). Rental and residual payments, including additional rent and other amounts due, or to become due, under the Lease and any purchase option or purchase agreement relating thereto. commencing after the Bifective Date, are to be paid directly to Purchaser. Seller further acknowledges that Purchaser is entitled to keep same.

Seller shall notify the Lessee in writing, that all future rental and residual payments, including additional rent and other amounts due, or to become due under the Lease and any purchase option or purchase agreement relating thereto, beginning with the rental payment due on the Effective Date, are to be paid directly to Purchaser. Seller shall provide Purchaser with evidence of such notice.

Covenants of Seller.

Seller agrees to execute and deliver any and all papers or documents which Purchaser may request from time to time in order to carry out the purposes hereof, or to facilitate the collection of monies due or to become due from the Lessee or guarantor under the Lesse. For the purpose of convenience, speed and without further need for authorization to do so, Seller agrees that Purchaser may in Seller's name endorse all remittances received by Porchaser to which it is entitled, and that Purchaser may, if it desires, notify the Lessee and others of this sale. Seller shall have no authority to, and will not, without Purchaser's prior written consent, accept payments of rents, repossess, or consent to the return of the Equipment described in the Lease or modify the terms thereof or of any accompanying guaranty. In the event Soller receives any payment due to Purchaser under this Agreement, Seller shall immediately forward such payment, in the form received, but endorsed without recourse in favor solely of Purchaser, to Purchaser via overnight delivery within forty-eight hours of receipt of said payment. Seller agrees that Purchaser is authorized to file UCC financing statements or amendments thereto without the Seller's signature with respect to the Lease and Equipment, and if Seller's signature is required thereon by law, Seller appoints Purchaser as its attorney-in-fact to execute and file any such financing statements. Seller further agrees to reimburse Purchaser for the expense of filing such financing statements. Purchaser's knowledge at any time of any breach of or non-compliance with any of the foregoing shall not constitute any waiver by Purchaser. Waiver of any single default hereunder shall not constitute a waiver of any other default. Purchaser waives notice of acceptance hereof.

Representations and Warranties of Seller.

Seller represents and warrants that: (i) Seller is the owner of the Lease and the Equipment leased thereunder and has not caused to be placed on the Lease or Equipment any liens and/or encumbrances except the Lease; (ii) the Lease is the only instrument executed by the Lessee and Seller concerning the Equipment subject thereto and is genuine and enforceable in all respects; (iii) the Lease has been validly executed by the Lessee and any guarantors thereof; (iv) and the Lease is free from defenses, set offs and counterclaims; (v) all necessary signatures, names, and addresses, and rent amounts set forth in the Lease are true and correct; (vi) Lessee is in default of any of its obligations under the Lease; (vii) the aggregate unpaid rents and residuals shown on Schedule A for the Lease is correct; (viii) the Equipment has been delivered to the Lessee under the terms of the Lease on the date set forth in the Lease in satisfactory condition, installed and has been accepted unconditionally by the Lessee and is in good working order, (ix) unless otherwise indicated to Purchaser in writing from the Seller, the Equipment was new when delivered to the Lessee under the Lease subject thereto and is correctly described in the Lease; (x) the Lease transaction conforms to all applicable laws and regulations; (xi) the Lease constitutes a valid reservation of mencumbered title to or first lien upon or security interest in the Equipment in favor of Purchaser covered thereby, effective against all persons; (xii) if filing, recordation, or any other action or procedure is permitted or required by statute or regulation to perfect such reservation of title or lien or security interest, the same has been accomplished; (xiii) Seller is a corporation duly organized, validly existing and in good standing under the laws of its state of its incorporation; (xiv) there are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on Seller or its ability to transfer title to the Lease and the Equipment or a first priority security interest therein; (xv) Seller has paid all sales, use, and personal property taxes, which are due through the Effective Date, to the appropriate taxing jurisdictions in connection with the Equipment or Lease or the sale thereof hereunder; and (xvi) Seller has delivered any and all agreements, which are all original agreements including the original Lease or certified copies of the Master Lease Agreement, executed in connection with the Lease on or prior to the Effective Date.

Remedies

If Seller shall breach any representation, warranty, or covenant in this Agreement, and such breach remains uncured for thirty days after Purchaser has surved Seller with written notice thereof as provided in

this Agreement, Seller agrees, within fourtoon days after Seller's receipt of such notice, to repurchase and reassume the Lease pursuant to the terms and conditions described in the following two paragraphs (a "Repurchase"). Purchaser's knowledge of any breach of any of the foregoing at the time of purchase and assumption of the Lease shall neither impair its right to fully enforce, nor constitute any waiver of, any of Seller's obligations unless Purchaser has executed a written waiver with respect thereto.

The repurchase price (the "Repurchase Price") applicable to a Repurchase shall be the sum of (A) the past due installments of the payment stream with respect to the Lease as of the date the Lease is actually repurchased by Seller, and (B) the present value of the future installments of such payment stream and residuals to the date actually repurchased by Seller discounted at the applicable present value discount rate that such Lease was sold to Seller. If the Repurchase Price is not received by Purchaser within five business days of receipt of such notice of Repurchase, Seller acknowledges and agrees that Purchaser may exercise its rights and remedies under applicable law, including deducting such Repurchase Price from the proceeds of the sale on any subsequent closing.

Until such time as Seller has made payment in full to Purchaser of the Repurchase Price as provided above, Purchaser may liquidate the Lease, and Seller shall remain liable for any deliciencies with respect thereto including reasonable out-of-pocket expenses incurred in the liquidation thereof after written notice to Seller of such liquidation. Purchaser may sell at public or private sale any repossessed Equipment (and also, in default of prompt Repurchase, the Lease) for cash or on credit and only the net cash collected by Purchaser shall be creditable in computing the Repurchase Price payable by the Seller hereunder.

Miscellaneous.

- Assignment. Seller shall not assign or otherwise transfer any of its rights in, or delegate any of its obligations under, this Agreement without Purchaser's prior written consent (which consent Purchaser may withhold in its reasonable discretion). Purchaser may assign any or all of its rights and obligations with respect to the Lease or the related Equipment or its rights hereunder, without Seller's consent.
- Notices. Any notice required by this Agreement shall be in writing and mailed by certified mail, return receipt requested, or delivered by any hational overnight carrier service to the other party, at its address listed above or such other address as the other party may designate in writing, and served upon the other party as provided herein. Any notice given hereunder shall be deemed given upon the earlier of (a) the date of actual receipt or (b) the date a return receipt (or refusal) is dated by the U.S. Postal Service or such other overnight carrier.
- Survival. Upon Purchaser's acceptance hereof, this Agreement shall constitute an agreement between the parties hereto which shall inure to and bind the respective successors and assigns of Seller and Purchaser.
- Amendments. This Agreement shall not be modified, amended or terminated except by a writing duly signed by both parties.
- E. No Agency. Seller has not been appointed and shall not act as Purchaser's agent for any purpose.
- Captions. The captions used herein are inserted for reference purposes only and shall not affect the meaning, interpretation or construction of this Agreement.
- Attorney Fees. In the event of any dispute, breach or litigation regarding this Agreement, the prevailing party will be entitled to recover from the other party all of the prevailing party's reasonable

Daniel S. Hill

From: Allen P. Walker [apwalker@greeneandletts.com]

Sent: Tuesday, March 11, 2008 2:34 PM

To: Dhill@stotis-baird.com
Cc: dorisr@sasichgo.com

Subject: Specialized Assistance Services 5720-5758 Halsted

Dan:

As indicated in my email of December 13, 2007, the Alderman in whose ward the property at 5720-5758 S. Halsted, Chicago, Illinois sits has not and at this point has indicated that she will not support and/ or approve my client's use of the Property. Further, it appears that notwithstanding your client's efforts, the Alderman's decision has not changed. In light of this and in as much as we notified you of her lack of consent within the extended Suitability Period, we are requesting that your client refund the earnest money. Please contact me so that we can arrange for its return.

Allen P. Walker Greene and Letts 111 W. Washington Suite 1650 Chicago, Illinois 60602 312-346-1100 312-346-4571 apwalker@greeneandletts.com

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IRS CIRCULAR 230 DISCLOSURE:

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